

BLANK ROME LLP
Attorneys for Plaintiff
MANSEL OIL LIMITED
LeRoy Lambert (LL 3519)
The Chrysler Building
405 Lexington Avenue
New York, NY 10174-0208
(212) 885-5000

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MANSEL OIL LIMITED,

Plaintiff,

-against-

SWIFT AVIATION GROUP, INC.,

Defendant.

08 Civ. 1086 (GBD)

**DECLARATION OF
SIMON LANE
IN SUPPORT OF MOTION FOR
LEAVE TO AMEND AND SECURITY
AND IN OPPOSITION TO MOTION
FOR STAY**

1. I, Simon Lane, make this Declaration in support of the Motion of Plaintiff Mansel Oil Ltd. ("Mansel") for Leave to File an Amended Complaint and for an Amended Order of Attachment. I am a director of Petrian Shipbrokers LLP ("Petrian"). In 2007, Petrian were brokers on two charterparties between Swift Aviation Group, Inc. ("Swift Aviation Group") and Mansel for the transportation of cargoes aboard the OVERSEAS LIMAR and the TORM SOFIA, respectively. I am familiar with the circumstances surrounding the negotiation of, the performance of, and the disputes arising out of these two charter parties and make this declaration based on personal knowledge and documents kept by Petrian in the regular course of its business.

2. In July 2007, Mr. Layman Harrison of Oasis Trading Group LLC ("Oasis"), brokers in Atlanta, Georgia, contacted me. He stated that he acted for "Swift" and that Swift was interested in transporting its own fuel. He gave me a website address for Swift of www.swifttrans.com. This was the website for Swift Transportation which I understand is a large trucking company in the US that also had interests in aviation companies. He further stated that Swift had a supply contract with Kuwait Petroleum Company ("KPC").

3. Subsequently I was also told by Mr Harrison that the persons behind Swift were a Mr. Jerry Moyes and his brother Ron.

4. At a later point, I was told by Mr Harrison that there was a "Tripartite Agreement" between Swift, a trading company in London named Bronwen Energy Trading ("Bronwen"), and BNP Paribas, by which BNP Paribas financed the purchase of the cargoes and transportation costs on the credit of Swift and Bronwen provided operational and commercial support.

5. This initial contact developed into several charter parties for the transportation of jet fuel and gas oil, including the two for the OVERSEAS LIMAR and TORM SOFIA, respectively. Shortly before the charters were fixed, Bronwen (Mr Geoff Weighill) contacted me and became involved in discussions/correspondence. I checked their role with Mr Harrison and I was informed that Swift had asked Bronwen to look after the operational side. Thereafter any correspondence was copied to Bronwen (Geoff Weighill and Matt Stanley) as well as to Mr Harrison. After the charters were fixed for the account of "Swift Transportation, Inc.," Bronwen contacted Petrian (while I was away on holiday), and said that the name of the contracting party needed to be changed to "Swift Aviation Group, Inc.". When I returned from my holiday I was informed by Geoff Weighill of Bronwen that the reason for the change was to bring the Swift

name in the charterparties into line with the KPC contract. However it did not affect the operation of the contract, and so far as I am aware there was no change in the people who were involved in the contract for Swift.

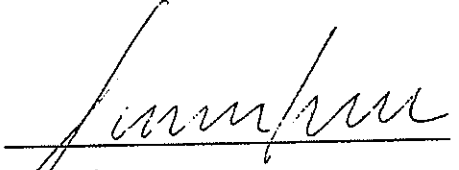
6. In November, 2007, I travelled to Atlanta US to meet with Oasis at their suggestion. At that meeting, a man who introduced himself as Ron Moyes appeared unexpectedly and said he represented "Swift." He did not state which particular company or give me a business card.


7. The meeting was short and Mr. Moyes asked me questions about trading/shipping as he was interested in setting up a trading company for Swift.

8. I received email messages on behalf of Swift via Oasis and directly from Bronwen. The emails from the Bronwen individuals mentioned above were sent "for and behalf of Swift Aviation Group Inc" and sent from the addresses geoff.weighill@swiftaviationops.com and matt.stanley@swiftaviationops.com.

9. I declare that the foregoing is true and correct. Executed at London, England, on this 20th day of May 2008.

*Subscribed and sworn
at London, England
this twentieth day of
May, two thousand
and eight, before me:*


Simon Lane


Notary Public London, England (Richard J. Saville)

